

REMARKS

Favorable reconsideration of this Application, in light of the discussion and in view of the present amendment, is respectfully requested. In accordance with the foregoing, the claims are amended. Claims 1-3 and 5-8 remain pending for reconsideration, which is respectfully requested.

Claim 7 has been amended to correct a typographical error.

No new matter has been added. The Examiner's rejections are respectfully traversed.

I. Rejection under 35 U.S.C. §103

Claims 1-3 and 5-8 are rejected under 35 U.S.C. §103(a) as being unpatentable over Schwartz et al. US Pat. Pub. 2001/0044787 in view of Miller (Michael Miller, The Complete Idiot's Guide to Ebay Online Auctions, copyright 1999). This rejection is respectfully traversed.

In a non-limiting example, claim 1 of the present application teaches an apparatus that protects buyers involved in e-commerce sales of goods by allowing a buyer to wait after delivery of the goods, particularly until a specific deadline, before paying for the goods via a credit card or another form of payment.

The rejection of claim 1 is respectfully traversed. The Office Action at page 4 alleges that while Schwartz does not explicitly disclose

payment information notifying means for notifying the buyer of payment information that requests the buyer to transfer money to a bank account of the seller by other means than the registered credit card account of the buyer before a specified deadline expires, in response to which the buyer may transfer money to the bank account of the seller by means other than the registered credit account of the buyer;

payment confirming means for confirming whether the requested money transfer of the buyer has been made by the other means than the registered credit card account to the seller's bank account by the specified deadline; and

charging means for charging the buyer by the intermediary agent for the transaction via the credit card account identified from the credit card information registered together with the membership number of the buyer, only if said payment confirming means finds that the requested money transfer to the seller's bank account by the other means than the registered credit card account has not been made by the deadline,

and that Miller “explicitly compensates for the incomplete teachings of Shwartz supra by teaching all the limitations that Shwartz fails to teach supra (i.e. escrow service, as [side] a side benefit, escrow services also to allow you to pay by credit card – even if you’re buying from a non-credit card enabled individual...see pg 271, also see pg 272 ‘Here’s how a typical **escrow** transaction works.’)”

However, this Application does provide an escrow service. As disclosed in Miller on page 271, an escrow service that can be utilized with an eBay auction, is “a company that acts as a neutral third party between the buyer (you) and the seller, holding your money until you receive the seller’s merchandise.” **The present Application does not make use of an escrow, but rather payment is sent straight from the buyer to seller:**

payment information notifying means for notifying the buyer of payment information **that requests the buyer to transfer money to a bank account of the seller** by other means than the registered credit card account of the buyer before a specified deadline expires, in response to which the buyer may transfer money to the bank account of the seller by means other than the registered credit account of the buyer; - claim 1

In addition, in the present Application, the seller ships the goods first ("**delivers the product to the buyer**" - claim 1), and at a later date or deadline after the buyer verifies acceptable receipt of the goods, payment is sent via a credit card or otherwise. The steps 1-4 on page 272 of Miller associated with an escrow service require payment prior to receipt of the product.

The “intermediary agent” does not act as a neutral third party like an escrow because it never holds money, but rather as a transaction agent setting up the ability to make the transaction ("**issuing a membership number to the buyer**" - claim 1). And by adding security for the completion of the transaction after the goods are delivered ("**charging means for charging the buyer by the transaction agent ... only if ... requested money transfer to the seller’s bank account by the other means than the registered credit card account has not been made by the deadline**" - claim 1) The “intermediary agent” acts in conjunction with a delivery service agent who personally authorizes transactions upon actual receipt of the goods by the buyer as described in para. 0073 of the current Application’s Specification.

Thus, Miller cannot be combined with Shwartz to devise the apparatus disclosed in claim 1.

Accordingly, Applicant respectfully submits that a *prima facie* case of obviousness can not be based upon Shwartz et al. and Miller because Shwartz and Miller and any combination thereof fail to disclose, either expressly or inherently, the transaction supporting apparatus disclosed in claim 1, including:

issuing means for issuing a membership number to the buyer upon a first purchase of any product using the intermediary agent;

sending means for sending the membership number of the buyer to a delivery service agent who **delivers the product to the buyer**;

receiving means for receiving credit card information about a credit card account of the buyer via the delivery service agent upon delivery of the product to the buyer, only once the first time the buyer uses the intermediary agent for payment for a purchase;

registering means for registering the credit card information of the buyer received via the delivery service agent, together with the membership number of the buyer;

payment information notifying means for notifying the buyer of payment information **that requests the buyer to transfer money to a bank account of the seller** by other means than the registered credit card account of the buyer before a specified deadline expires, in response to which the buyer may transfer money to the bank account of the seller by means other than the registered credit account of the buyer;

payment confirming means for confirming whether the requested money transfer of the buyer has been made by the other means than the registered credit card account to the seller's bank account by the specified deadline; and

charging means for charging the buyer by the intermediary agent for the transaction via the credit card account identified from the credit card information registered together with the membership number of the buyer, **only if** said payment confirming means finds that **the requested money transfer to the seller's bank account by the other means than the registered credit card account has not been made by the deadline.**

Claim 7 was rejected in the same manner as claim 1; therefore, this rejection is respectfully traversed. Accordingly, Applicant respectfully submits that a *prima facie* case of obviousness can not be based upon Shwartz et al. and Miller because Shwartz and Miller and any combination thereof fail to disclose, either expressly or inherently, the method for use by an intermediary agent including:

issuing a membership number to the buyer upon a first purchase of any product using the intermediary agent;

sending the membership number of the buyer to a delivery service

agent who delivers the product to the buyer;

receiving credit card information about a credit card account of the buyer via the delivery service agent upon delivery of the product to the buyer, only once the first time the buyer uses the intermediary agent for payment for a purchase;

registering the credit card information of the buyer received via the delivery service agent, together with the membership number;

notifying the buyer of payment information that requests the buyer to transfer money from the buyer's account before a specified deadline expires; confirming whether the requested money transfer has been made to the seller's bank account by the specified deadline, in response to which the buyer may transfer money to the bank account of the seller by means other than the registered credit account of the buyer; and

charging the buyer by the intermediary agent for the transaction via the credit card account identified from the credit card information registered together with the membership number of the buyer only if it is found that the requested money transfer to the seller's bank account has not been made by the deadline.

Claim 8 was rejected in the same manner as claim 1; therefore, this rejection is respectfully traversed. Accordingly, Applicant respectfully submits that a *prima facie* case of obviousness can not be based upon Shwartz et al. and Miller because Shwartz and Miller and any combination thereof fail to disclose, either expressly or inherently, the computer-readable recording medium storing a program for use by an intermediary agent, including:

issuing means for issuing a membership number to the buyer upon a first purchase of any product using the intermediary agent;

sending means for sending the membership number of the buyer to a delivery service agent who delivers the product to the buyer;

receiving means for receiving credit card information about a credit card account of the buyer via the delivery service agent upon delivery of the product to the buyer, only once upon the first purchase by the buyer using the intermediary agent for payment;

registering means for registering the membership number and the credit card information of the buyer received via the delivery service agent;

payment information notifying means for notifying the buyer of payment information that requests the buyer to transfer money to a bank account of the seller by other means than the registered credit card account of the buyer before a specified deadline expires, in response to which the buyer may transfer money to the bank account of the seller by means other than the registered credit account of the buyer;

payment confirming means for confirming whether payment of the requested money transfer of the buyer has been made to the

seller's bank account by the specified deadline; and
charging means for charging the buyer by the intermediary agent for the transaction via the credit card account identified from the credit card information registered as associated with the membership number of the buyer only if said payment confirming means finds that the requested money transfer to the seller's bank account has not been made by the deadline.

Claims 2-3 and 5-6 recite similar features and are dependent upon independent claim 1. Therefore, Applicant respectfully submits that a prima facie case of obviousness cannot be based upon Schwartz et al. and Miller and any combination thereof.

The dependent claims depend from the above-discussed independent claims and are patentable over the prior art for the reasons discussed above. The dependent claims also recite additional features not taught or suggested by the prior art. For example, claim 2 emphasizes a reminder period after payment has not been made. It is submitted that the dependent claims are independently patentable over the prior art.

II. Conclusion

There being no further outstanding objections or rejections, it is submitted that the application is in condition for allowance. An early action to that effect is courteously solicited.

Finally, if there are any formal matters remaining after this response, the Examiner is requested to telephone the undersigned to attend to these matters.

If there are any additional fees associated with filing of this Amendment, please charge the same to our Deposit Account No. 19-3935.

Respectfully submitted,

STAAS & HALSEY LLP

Date: August 30, 2007

By: /J. Randall Beckers/
J. Randall Beckers
Registration No. 30,358

1201 New York Avenue, NW, 7th Floor
Washington, D.C. 20005
Telephone: (202) 434-1500
Facsimile: (202) 434-1501